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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE WESTERN DISTRICT OF WASHINGTON**
10 **AT TACOMA**

11 CHANEL, INC., a New York corporation,

12 Plaintiff,

13 v.

14 KELLY BRENNAN, an individual, d/b/a
15 KELLYSCASES.COM d/b/a KELLYS CASES
16 d/b/a X PINK MASCARA, the INDIVIDUALS,
17 PARTNERSHIPS AND/OR
18 UNINCORPORATED ASSOCIATIONS DOING
19 BUSINESS AS THE ALIASES IDENTIFIED ON
20 SCHEDULE "A" and DOES 1-10,

21 Defendants.

22 Case No. 14-05451-cv-RJB

23 **FINAL DEFAULT JUDGMENT AND**
24 **PERMANENT INJUNCTION**

25 THIS CAUSE came before the Court on Plaintiff, Chanel, Inc.'s ("Plaintiff" or "Chanel")
26 Motion for Entry of Final Default Judgment and Permanent Injunction ("Motion for FDJ") [ECF
27 No. 44], filed on December 22, 2014. The Court has carefully considered the Motion, the record
28 in this case, and the applicable law, and is otherwise fully advised in the premises.

29 By the instant Motion, Plaintiff's move for entry of final default MATTER having come
30 before the Court upon motion by Plaintiff, Chanel, Inc. for entry of a final default judgment and
31 entry of a permanent injunction against Defendants, the Individuals, Partnerships or
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1 Unincorporated Associations identified on Schedule "A" attached hereto (the "Defendants")
2 pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure; and the Court having
3 considered the moving papers and there being no opposition thereto;

4 IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Final Default Judgment
5 is GRANTED, and judgment is hereby entered in favor of Plaintiff, Chanel, Inc., a New York
6 corporation, with its principal place of business in the United States located at Nine West 57th
7 Street, New York, New York, 10019, and against the Defendants on all Counts of the First
8 Amended Complaint as follows:

9 (1) Permanent Injunctive Relief:

10 Defendants and their officers, agents, servants, employees and attorneys, and all persons
11 acting in concert and participation with Defendants are hereby permanently restrained and
12 enjoined from:

- 13 a. manufacturing or causing to be manufactured, importing, advertising, or
14 promoting, distributing, selling or offering to sell counterfeit and
15 infringing goods bearing the Chanel trademarks identified in Paragraph 13
16 of the First Amended Complaint (the "Chanel Marks");
- 17 b. using the Chanel Marks in connection with the sale of any unauthorized
18 goods;
- 19 c. using any logo and/or layout which may be calculated to falsely advertise
20 the services or products of Defendants offered for sale or sold via the
21 commercial Internet websites and commercial Internet iOffer auction
22 stores operating under the domain names and auction stores identified on
23 Schedule "A" hereto (the "Seller IDs and Subject Domain Names"),
24 and/or any other website, e-store, or business, as being sponsored by,
25 authorized by, endorsed by, or in any way associated with Plaintiff;
- 26 d. falsely representing themselves as being connected with Plaintiff, through
27 sponsorship or association;
- 28 e. engaging in any act which is likely to falsely cause members of the trade
and/or of the purchasing public to believe any goods or services of
Defendants offered for sale or sold via the Seller IDs and Subject Domain
Names, and/or any other website, e-store, or business are in any way
endorsed by, approved by, and/or associated with Plaintiff;

- 1 f. using any reproduction, counterfeit, copy, or colorable imitation of the
 2 Chanel Marks in connection with the publicity, promotion, sale, or
 3 advertising of any goods sold by Defendants via the Seller IDs and Subject
 4 Domain Names, and/or any other website, auction store, or business,
 5 including, without limitation, high quality costume jewelry, including
 6 bracelets, earrings, rings and necklaces, handbags, sunglasses, belts, shoes,
 7 and protective covers for portable electronic devices, including cell
 8 phones, bearing the Chanel Marks;
- 9 g. affixing, applying, annexing or using in connection with the sale of any
 10 goods, a false description or representation, including words or other
 11 symbols tending to falsely describe or represent goods offered for sale or
 12 sold by Defendants via the Seller IDs and Subject Domain Names, and/or
 13 any other website, e-store, or business, as being those of Plaintiff or in any
 14 way endorsed by Plaintiff;
- 15 h. otherwise unfairly competing with Plaintiff;
- 16 i. effecting assignments or transfers, forming new entities or associations or
 17 utilizing any other device for the purpose of circumventing or otherwise
 18 avoiding the prohibitions set forth above; and
- 19 j. using the Chanel Marks, or any confusingly similar trademarks, within
 20 domain name extensions, metatags or other markers within website source
 21 code, from use on any webpage (including as the title of any web page),
 22 any advertising links to other websites, from search engines' databases or
 23 cache memory, and any other form of use of such terms which is visible to
 24 a computer user or serves to direct computer searches to websites
 25 registered by, owned, or operated by Defendants, including the
 26 commercial Internet websites and commercial Internet iOffer auction
 27 stores operating under all of the Seller IDs and Subject Domain Names.

19 (2) Statutory Damages:

- 20 a. Statutory damages in favor of Plaintiff and against Defendants pursuant
 21 to 15 U.S.C. § 1117(c), should be entered as follows per Defendant:
- 22 - **Defendant 6 (Seller ID Armani39635):**
 23 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good
 24 sold (1) results in a damage award against this Defendant in the amount of
 25 \$20,000.00.
- 26 - **Defendant 7 (Seller IDs hohot and ring2013):**
 27 \$20,000.00 per registered Chanel Mark counterfeited (2) per type of good
 28 sold (3) results in a damage award against this Defendant in the amount of
 \$120,000.00.
- **Defendant 8 (Seller ID iphone6shop):**
 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good

1 sold (1) results in a damage award against this Defendant in the amount of
2 \$20,000.00.
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- **Defendant 9 (Seller ID kaiem8886):**
5 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good
6 sold (1) results in a damage award against this Defendant in the amount of
7 \$20,000.00.
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 - **Defendant 10 (Seller ID wideseaintl and Subject Domain Names
ustrendy.com/store/casemoda and wish.com/merchant/casemoda):**
9 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good
10 sold (1) results in a damage award against this Defendant in the amount of
11 \$20,000.00.

12 for which let execution issue;

- 13
- (3) Costs of Suit: \$750.00 in favor of Plaintiff and against Defendants pursuant to 15
14 U.S.C. § 1117(a), jointly and severally, for which let execution issue.
 - (4) The bond posted by Plaintiff in the amount of \$10,000.00 is ordered to be released
15 by the Clerk.
 - (5) All funds currently restrained by PayPal, Inc. (“PayPal”), and the domains,
16 wish.com and ustrendy.com, pursuant to the temporary restraining orders and
17 preliminary injunctions in this action are to be immediately (within 5 business
18 days) transferred to Plaintiff in partial satisfaction of the monetary judgment
19 entered herein. PayPal, wish.com and ustrendy.com, shall provide to Plaintiff at
20 the time the funds are released, a breakdown reflecting the (i) total funds
21 restrained in this matter; (ii) the total chargebacks, refunds, and/or transaction
22 reversals deducted from the funds restrained prior to release; and (iii) the total
23 funds released to Plaintiff. On an ongoing basis, should PayPal, wish.com and
24 ustrendy.com, become aware of additional payment accounts related to the
25 Defendants herein, PayPal, wish.com and ustrendy.com, shall also restrain and
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1 transfer the funds in such accounts to Plaintiff in satisfaction of this judgment
2 until the judgment is paid in full.

3 (6) Interest from the date this action was filed shall accrue at the legal rate. *See* 28
4 U.S.C. § 1961.

5 (7) The Court retains jurisdiction to enforce this Judgment and permanent injunction.

6 **IT IS SO ORDERED.**

7 DATED this 22nd day of December, 2014.
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11 ROBERT J. BRYAN
12 United States District Judge
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SCHEDULE ADEFENDANTS BY NUMBER AND SELLER IDS AND SUBJECT DOMAIN NAMES

Defendant Number	Domain Name/ Seller ID
6	Armani39635
7	hohot
7	ring2013
8	iphone6shop
9	kaiem8886
10	wideseaintl
10	ustrendy.com/store/casemoda
10	wish.com/merchant/casemoda